

Bond No. _____

**Commonwealth of Kentucky
Kentucky State Board for Proprietary Education
PO Box 1360
Frankfort, Kentucky 40602
502/564-3296, ext. 239**

BLANKET AGENT BOND

KNOW ALL MEN BY THEE PRESENTS: that we, _____
(Name of school)
of _____, as Principal and _____
(Address) (Name of insurance company)
of _____ as surety, are held and firmly bound
(Address)

bound unto the KENTUCKY STATE BOARD FOR PROPRIETARY EDUCATION, Commonwealth of Kentucky, PO Box 1360, Frankfort, KY 40602, in the penal sum of _____ dollars (\$_____) (minimum \$5,000 per agent) for each agent of the Principal to whom a Proprietary School Agent's Permit is issued as required by KRS 165A.350(3) lawful money of the United States, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents, under the terms and conditions as required by KRS 165A.

WHEREAS, the each agent of the Principal has obtained or is about to obtain from the Commonwealth of Kentucky, KENTUCKY STATE BOARD FOR PROPRIETARY EDUCATION, a permit as authorized agents for a licensed private proprietary school, pursuant to KRS 165A.350, for the term beginning July 1, 20____ and ending June 30, 20____ pursuant to the provisions of KRS 165A.

NOW THEREFORE, the conditions of the herein described obligations are as follows:

- A. Pursuant to KRS 165A, the principal shall indemnify any student, or enrollee, or his parents or guardian suffering a loss or damage as the result of any fraud or misrepresentation used in procuring his enrollment;
- B. Such indemnification by the principal shall in no case exceed the advanced tuition paid, or to be paid, by said student or students or any such parent or guardian as defined in KRS 165A.360, and as defined in the Administrative Regulations of the Kentucky State Board for Proprietary Education, and regardless of the number of years that said agent's bond is enforced, the aggregate liability of the surety bond shall in no event exceed the above stated penal sum of the bond.
- C. Surety on said bond may be released therefrom after said surety shall have made written notice thereof directed to the Board at PO Box 1360, Frankfort, Kentucky 40602, at least thirty (30) days prior to said release, but shall remain liable, as described in KRS 165, for any verified complaints made by students within said thirty (30) day period or prior thereto.
- D. If after the hearing, as described in KRS 165A.360(4) (b), in which the Board has determined the claim to be correct and due to claimant, then thereafter said Board has made written demand upon principal and payment of the claim has not been made within ten (10) days of the mailing of said demand, then and in that event, surety shall indemnify the student(s) upon written demand by the Board; in the event the principal shall make the aforescribed indemnification to the student(s), this obligation shall be void, otherwise to remain in full force and effect.

(over)

E. That the bonded Principal shall indemnify the surety against all losses, costs, expenses or damage to or caused by said principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to such licensure issued to Principal, which said breach or noncompliance shall occur during the aforementioned term of said licensing.

F. The herein described bond may be continuous, and may be so continued from year to year upon the issuance of a continuation Certificate by the surety, and delivery to the Board; provided however, regardless of the number of years this bond remains in force, the aggregate liability of the surety for any and all claims shall in no event exceed the penal sum of the bond as described above.

G. Although this obligation is issued, or to be issued, in blanket form, each bond for said agent shall be treated as an individual bond, and any actions against one agent shall not be treated as an action against all agents so covered unless the action(s) so indicate and there is sufficient grounds thereby to include all said agents. The Principal and Surety shall notify the Kentucky State Board for Proprietary Education the names of each agent to be covered and changes thereto by rider to the original bond.

H. This bond's obligations shall be construed under the purview of the laws of the Commonwealth of Kentucky, and in particular KRS 165A, and the rules and regulations of the Kentucky State Board for Proprietary Education, said statutes, rules and regulations being incorporated by reference as if fully stated herein.

IN WITNESS WHEREOF: the Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

SURETY

by _____

Signed and sworn before me this _____

day of _____, 20_____.

My commission expires: _____

20_____.

PRINCIPAL

by _____

Signed and sworn before me this _____

day of _____, 20_____.

My commission expires: _____

20_____.

(Notary Signature)

(Notary Signature)